

## TERMS AND CONDITIONS

1. The disc jockey will conduct himself in a sober and proper manner and will respond to the promoter(s) request as to volume, situations of equipment and any other reasonable request.
2. The DJ has the right to do his/her job without fear of abuse of ANY KIND. The DJ reserves the right, after authorisation from the promoter to discontinue the disco at any stage. Violence will not be tolerated and the company will push for the highest charges should it take place.
3. The promoter may adjust the fee pro rata for any lost performance, which is a direct fault of the disc jockey.
4. The promoter will ensure the adequate access to the performance area and a parking space nearby for the duration of the performance at no charge.
5. The promoter will allow the discotheque sufficient time for his equipment to be set up and at the completion of the performance sufficient time to dismantle and remove the equipment from the venue. Minimum of 1 hour required for setting and same again for dismantling subject to access. The promoter will be liable for any loss or damage howsoever caused to the equipment or recorded music during such time it is at the venue outside of performance, setting up and dismantling times provided that permission has been granted for the equipment to be at the venue.
6. Should the equipment be left at the venue (as in clause 5 above) and should circumstances arise which prevent the discotheque obtaining access in order to effect removal at a mutually agreed time, then the promoter will be liable for additional expenses to cover further appointments for removal of said equipment. Should the situation arise where the discotheque requires the equipment for other bookings and is prevented for carrying out these additional bookings due to inability to gain access to the venue then the promoter will be liable for any loss of earnings thus occurred.
7. In the event of a non-solid floor spoiling the performance the discotheque will not be held responsible.
8. The promoter will provide adequate supervision of all the guests and or staff at the venue, and will be liable for any theft or damage to the discotheque equipment caused by guests, customers or staff.
9. Where possible, in places of public entertainment the promoter will provide a room where the disc jockey may rest/ change prior to, between or after his performance.
10. The disc jockey will not be expected to be on stage without refreshments for more than four hours at a time.
11. The promoter shall permit the discotheque to display its advertising material at the venue.
12. Occasionally Pegasus Discos may take photographs or video footage of events, to be used in promotional materials. If you, the Client, object to this, please notify us before the date of the event
13. The discotheque and the disc jockey shall be in no way liable for any breach of covenants, regulations, by-laws and conditions under which any premises or properties are leased, hired or entrusted to the promoter.
14. The promoter warrants that he is entitled to use the venue for the purpose of the event and performance.
15. Licences for the performances of recorded music are only required at public events. (In most private parties, wedding receptions, etc..., do not require such a licence). However, it is the promoter's responsibility to ascertain whether or not such licences are required, and the responsibility for taking out such licences is entirely in the hands of the promoter. Should the discotheque be prevented from performing by any failure of the promoter to obtain the appropriate licences or permission for the performance or should the performance be cancelled for any reason other than that which mentioned in clause 20 then the provision relating to cancellation as set out in clause 17 shall apply.
16. In the event of the discotheque agreeing to be paid a percentage of the admission money, the promoter must provide the discotheque, with a written statement of the full details of ticket numbers, admission prices and numbers of patrons, and provide full facilities for the checking of the same.
17. In the event of the promoter wishing to cancel a booking, any booking fee or 50% of monies paid, whichever is greater, will be forfeited. Cancellation of the disco, or extra services requested, made within 2 calendar months will result in a 50% charge of the outstanding balance, cancellations within 1 calendar month of the engagement will result in full payment of the fee balance. Any cancellation must be made in writing with accompanying cheque to cover any fees owing.
18. In the event that the times read TBA / TBC and remains so until the date of the function, then the standard discotheque times, 19.30h - 00.00h, shall apply with extra hours charged accordingly.
19. Balance payments are due on the night or prior to unless alternative agreement has been made between the promoter and the discotheque. Failure to do so will result in a £20.00 charge being added to the balance and then 10% of balance owing compounded per week or part thereof until balance is received. Payment by cheque on the night will be treated as late payment (except by prior arrangement) and will be charged accordingly.
20. In the event of the discotheque failing to appear, the discotheque shall be liable to repay any monies paid. Whilst the discotheque will use its best endeavours to attend the function and give satisfactory performance, should the discotheque be prevented from doing so for any reason outside its control (including mechanical breakdown, equipment failure, sickness, adverse weather conditions, civil unrest or war), the discotheque shall not incur any liability for its non-appearance provided the promoter is informed at the earliest opportunity.
21. Pegasus Discos and the disc jockey will to the best of their ability respond to all musical requests but can not and will not be held responsible for an unresponsive crowd.
22. No Alterations may be made to the terms and conditions without written consent from Pegasus Discos, signed by both parties.
23. Each of the terms and provisions contained in this agreement shall be construed as independent of each other so that if any provision of this agreement shall be determined to be invalid and unenforceable then such determination shall not affect any other provision of the agreement which shall remain in full force and effect.